

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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MONADNOCK CONSTRUCTION, INC.,

Case No.: 16 CIV. 00420 (JBW)  
ECF Case

Plaintiff,

-against-

WESTCHESTER FIRE INSURANCE  
COMPANY,

Defendant.

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WESTCHESTER FIRE INSURANCE  
COMPANY,

Third-Party Plaintiff,

-against-

GLASSWALL, LLC, UGO COLOMBO, and  
SARA JAYNE KENNEDY COLOMBO

Third-Party Defendants.

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**DECLARATION OF DOUGLAS J. WILLS IN SUPPORT OF  
WESTCHESTER FIRE INSURANCE COMPANY'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT FOR SPECIFIC PERFORMANCE OF  
THIRD PARTY DEFENDANTS' COLLATERAL SECURITY OBLIGATIONS OR, IN  
THE ALTERNATIVE, FOR A PRELIMINARY INJUNCTION**

Douglas J. Wills, pursuant to the provisions of 17 U.S.C. §1746, declares under the  
penalty of perjury as follows:

1. I am Assistant Vice-President and Surety Claims Manager handling surety claim  
matters for Westchester Fire Insurance Company. I submit this Declaration in support of the  
Motion of Westchester Fire Insurance Company ("Westchester") for Partial Summary Judgment

for Specific Performance of Third-Party Defendants' Collateral Security Obligations or, in the Alternative, for a Preliminary Injunction.

2. I have supervisory authority concerning matters pertaining to the above-captioned action and knowledge of the matters stated below.

3. Westchester holds the original Agreement of Indemnity, dated February 1, 2013, executed on behalf of Glasswall LLC and individually by Ugo Colombo and Sara Jayne Kennedy Colombo, a copy of which is annexed as Exhibit A to Westchester's Third-Party Complaint. [Dkt. No. 42-1].

4. Westchester currently holds collateral that was provided by Glasswall LLC at the time of the execution of the Agreement of Indemnity in the form of a letter of credit in the amount of only \$1,587,000.

5. To date, Westchester has paid and incurred expenses in connection with the claims under the Bonds which are the subject of this action and the related litigation in the approximate amount of \$800,000.

6. The present action continues to be litigated and, in addition, Westchester is a party to three lawsuits commenced by the Third Party Defendants in the 11<sup>th</sup> Circuit Court for Miami Dade County, docketed as Nos. 15-6405-CA-10, 14-2090-CA-40 and 14-5447-CA-40. Westchester continues to incur expense in connection with the present action and the Florida lawsuits.

7. Pursuant to paragraph 2 "INDEMNITY & COLLATERAL FOR CLAIM" of the Agreement of Indemnity, Westchester demands the Indemnitors place additional collateral security with Westchester in the amount of the Arbitration Award of \$1,499,255.18 against Glasswall, LLC issued on August 29, 2017 to cover this liability.

I declare under penalty of perjury that the foregoing is true to the best of my knowledge.

Dated: October 16, 2017



Douglas J. Wills  
Assistant Vice President, Surety Claims Manager  
Chubb/Westchester Fire Insurance Company